# Exhibit A

# TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into effective June 1, 2000 between JIPC Management, Inc. a California corporation, 3450 Broad Street, Suite 105, San Luis Obispo, CA 93401 ("JIPC") and JIPC Fresno, Inc., a California corporation, 7095 N. Cedar Avenue, Fresno, CA 93720 ("JIPC Fresno").

#### RECITALS

- A. JIPC is the owner of the trademarks, service marks and trade names set forth in Exhibit A (the "Trademarks").
- B. JIPC Fresno has licensed and desires to continue licensing the right to use the Trademarks in connection with restaurant and entertainment services.

#### AGREEMENT

## 1. <u>License</u>.

- 1.1 Subject to the terms of this Agreement, JIPC hereby grants to JIPC Fresno, nunc pro tune, a limited license to use the Trademarks solely in connection with restaurant and entertainment services at a single location. This license to use the Trademarks is nonexclusive, non-assignable, and nontransferable.
- 1.2 All right, title and interest in the Trademarks is and shall remain solely owned by JPC and JPC's licensors, if any. JPC Fresno's use of the Trademarks shall inure solely to the benefit of JPC and JPC's licensors, if any.
- 1.3 JIPC may, at any time upon request, inspect all JIPC Fresno materials bearing Trademarks. JIPC may prohibit use of such materials at JIPC's sole discretion.
- 2. <u>Term.</u> This license is effective as of the date set forth above and will continue in effect until terminated. JIPC shall have the right to terminate this license upon thirty (30) days' written notice to JIPC Fresno. Upon termination, JIPC Fresno shall promptly cease all use of the Trademarks.
- 3. Quality Control. JIPC Fresno agrees that at all times any goods or services JIPC Fresno provides in conjunction with the Trademarks will be of a quality consistent with that presently associated with the Trademarks and JIPC Fresno shall otherwise conduct itself in a manner so as to preserve the goodwill associated with the Trademarks. JIPC shall have the right to inspect JIPC Fresno's facilities and operations on reasonable notice for the purpose of ensuring compliance with this quality control provision.
- 4. Assignment. This agreement may not be assigned without the prior written consent of IIPC.

5. Entire Agreement
with respect to its subject matter.

"JIPC MANAGEMENT, INC."

"JIPC FRESNO, INC."

By: John Parlet
Its: President

Date: 6/18/04

This Agreement sets forth the entire agreement between the parties

"JIPC FRESNO, INC."

By: John Parlet
Its: Date: 6/18/04

## Exhibit A Trademarks

- INCREDIBLE PIZZA CO.
- JIPC FRESNO, INC. CO.
- JIPC FRESNO, INC. CO. ALL YOU CAN EAT FOOD & FUN!
- EXPERIENCE THE INCREDIBLE!

5.



6.



7. Any registrations for items 1-6 above, including without limitation (1) any federal registrations issuing from U.S. Patent and Trademark Office Application Nos. 76/585,945, 76/585,946, 76/585,975, 76/585,976, 76/585,977, 78/435,074, 78/435,080 and 78,435,085; and (2) California Service Mark Registration Nos. 059015, 059016, 059017, 059018 and 058668.